

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Watkins Incorporated		12/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	J.R. Watkins, LLC		
Street Address:	101 Mission Street, Suite 1900		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	86813540	CRAFTED IN THE U.S.A. SINCE 1868...NATUR	
Registration Number:	3766808	FREE YOURSELF	
Registration Number:	3611879	GREAT OUTDOORS	
Registration Number:	3617358	J. R. WATKINS NATURALS SINCE 1868 TRADE	
Registration Number:	5169973	J. R. WATKINS SINCE 1868 TRADE MARK	
Registration Number:	5169974	J.R. WATKINS	
Registration Number:	5341283	J.R. WATKINS	
Registration Number:	3288879	J.R. WATKINS APOTHECARY	
Registration Number:	2798469	J.R. WATKINS QUALITY ESTABLISHED 1868	
Registration Number:	3800154	J.R. WATKINS SINCE 1868 TRADEMARK	
Registration Number:	5146083	JRW	
Registration Number:	438350	PETRO-CARBO	
Registration Number:	0597535	SETTELZ	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		

CH \$340.00 86813540

Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 38762-132

NAME OF SUBMITTER: Susan Zablocki

SIGNATURE: /susan zablocki/

DATE SIGNED: 01/08/2018

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 22, 2017 (the "Effective Date"), by Watkins Incorporated, a Delaware corporation ("Assignor"), in favor of J.R. Watkins, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee, inter alia, are party to that certain Asset Purchase Agreement, dated the Effective Date (the "Purchase Agreement"), pursuant to which Assignee is purchasing certain of assets from Assignor on the Effective Date; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignor, all right, title and interest in, to and under the trademarks set forth on Schedule A, together with the goodwill associated therewith (collectively, the "Trademarks"), and the parties wish to record such acquisition with the applicable governmental authorities in any applicable jurisdiction;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, Assignor hereby agrees as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, all right, title and interest in, to and under the Trademarks (including, without limitation, the goodwill associated therewith) in the United States and throughout the world, the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, dilution, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.

3. Successors. This Assignment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. Further Assurances. From time to time following the Effective Date, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance,

assignment, transfer and delivery or other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

5. Governing Law. THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THIS ASSIGNMENT AND THE SCHEDULES ATTACHED HERETO, AND THE PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS ASSIGNMENT, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

6. Counterparts. This Assignment may be executed in counterparts which, taken together, shall constitute the whole agreement. Executed signatures to this Assignment may be delivered by any standard electronic means and any such electronically delivered signatures shall be construed as manually executed signatures.

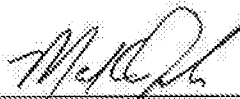
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IN WITNESS WHEREOF, the parties have entered into this Assignment by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

WATKINS INCORPORATED

By:



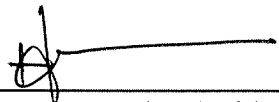
Name: Mark Jacobs

Title: Chief Executive Officer

[Signature page to Trademark Assignment]

ASSIGNEE:

J.R. WATKINS, LLC

By: 
Name: Heather Smith Thorne
Title: President

Schedule A

Trademarks

Trademark	Country	Appl. / Reg. Number	Filing Date	Reg. Date	Int. Class(es)	Owner of Record
J. R. WATKINS	Australia	1495815	6/12/2012	6/12/2012	3 (Cosmetics and cleaning preparations) 5 (Pharmaceuticals)	Watkins Incorporated
J. R. WATKINS NATURALS	Australia	1495813	6/12/2012	6/12/2012	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
ESTABLISHED 1868 J.R. WATKINS QUALITY & DESIGN	Canada	TMA662719	12/19/2001	4/18/2006	3 (Cosmetics and cleaning preparations) 4 (Lubricants and fuels) 5 (Pharmaceuticals) 29 (Meats and processed foods) 30 (Staple foods) 35 (Advertising and business services)	Watkins Incorporated
FREE YOURSELF	Canada	TMA835317	2/8/2010	10/30/2012	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
J.R. WATKINS	Canada	1791314	7/13/2016	—	3 (Cosmetics and cleaning preparations) 5 (Pharmaceuticals)	Watkins Incorporated
J.R. WATKINS & DESIGN	Canada	1791314	7/13/2016	—	3 (Cosmetics and cleaning preparations) 5 (Pharmaceuticals)	Watkins Incorporated
J.R. WATKINS APOTHECARY	Canada	TMA736673	2/28/2006	3/23/2009	3 (Cosmetics and cleaning preparations) 5 (Pharmaceuticals)	Watkins Incorporated
J.R. WATKINS NATURAL APOTHECARY & Design	Canada	TMA799053	11/26/2008	6/1/2011	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
J.R. WATKINS NATURAL HOME CARE & Design	Canada	TMA786662	11/26/2008	1/7/2011	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
J.R. WATKINS	China	20702465	7/20/2016	—	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
J.R. WATKINS APOTHECARY	China	5279851	4/11/2006	7/21/2009	5 (Pharmaceuticals)	Watkins Incorporated
J.R. WATKINS APOTHECARY	China	5279850	4/11/2006	7/21/2009	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
J.R. WATKINS SINCE 1868 1868	China	20915436	8/9/2016	—	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
J.R. WATKINS	European Union	15656341	7/14/2016	11/17/2016	3 (Cosmetics and cleaning preparations) 5 (Pharmaceuticals)	Watkins Incorporated
J.R. WATKINS APOTHECARY	European Union	5005228	4/7/2006	2/8/2007	3 (Cosmetics and cleaning preparations) 5 (Pharmaceuticals)	Watkins Incorporated
J.R. WATKINS	European	7410921	11/20/2008	6/16/2009	3 (Cosmetics and cleaning	Watkins

Trademark	Country	Appl. / Reg. Number	Filing Date	Reg. Date	Int. Class(es)	Owner of Record
Natural HOME CARE SINCE 1968	Union				preparations)	Incorporated
J.R. WATKINS Since 1868 TRADE MARK	European Union	15656465	7/14/2016	11/17/2016	3 (Cosmetics and cleaning preparations) 5 (Pharmaceuticals)	Watkins Incorporated
J.R. WATKINS Since 1868 TRADE MARK Natural APOTHECARY	European Union	7411069	11/20/2008	6/16/2009	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
J.R. Watkins ESTABLISHED 1868 QUALITY	European Union	2469856	11/14/2001	5/23/2003	3 (Cosmetics and cleaning preparations) 5 (Pharmaceuticals) 30 (Staple foods) 35 (Advertising and business services)	Watkins Incorporated
J.R. WATKINS	South Korea	4012763330 000	7/27/2016	8/11/2017	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
J.R. WATKINS APOTHECARY	South Korea	4007000480 000	4/11/2006	2/27/2007	3 (Cosmetics and cleaning preparations) 5 (Pharmaceuticals)	Watkins Incorporated
J.R. WATKINS SINCE 1868 TRADE MARK	South Korea	40-2016-0059057	8/3/2016	—	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
J R WATKINS	Taiwan	01833983	8/4/2016	4/16/2017	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
J R WATKINS NATURAL APOTHECARY SINCE 1868 TRADE MARK	Taiwan	01388899	12/17/2008	12/16/2009	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
J R WATKINS NATURAL HOME CARE SINCE 1868 TRADE MARK	Taiwan	01388900	12/17/2008	12/16/2009	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
J R WATKINS SINCE 1868	Taiwan	01846305	8/15/2016	6/16/2017	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
CRAFTED IN THE U.S.A. SINCE 1868...NATURALLY	United States	86813540	11/9/2015	—	3 (Cosmetics and cleaning preparations) 5 (Pharmaceuticals) 21 (Housewares and glass) 31 (Natural agricultural products)	Watkins Incorporated
FREE YOURSELF	United States	3766808	8/6/2009	3/30/2010	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
GREAT OUTDOORS	United States	3611879	9/16/2008	4/28/2009	5 (Pharmaceuticals)	Watkins Incorporated
J. R. WATKINS NATURALS SINCE 1968	United States	3617358	5/29/2008	5/5/2009	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
J. R. WATKINS SINCE 1868 TRADE MARK	United States	5169973	7/13/2016	3/28/2017	3 (Cosmetics and cleaning preparations) 5 (Pharmaceuticals)	Watkins Incorporated
J.R. WATKINS	United	5169974	7/13/2016	3/28/2017	3 (Cosmetics and cleaning	Watkins

Trademark	Country	Appl. / Reg. Number	Filing Date	Reg. Date	Int. Class(es)	Owner of Record
	States				preparations) 5 (Pharmaceuticals)	Incorporated
J.R. WATKINS	United States	5341283	11/9/2015	11/21/17	3 (Cosmetics and cleaning preparations) 5 (Pharmaceuticals) 21 (Housewares and glass) 31 (Natural agricultural products)	Watkins Incorporated
J.R. WATKINS APOTHECARY	United States	3288879	10/12/2005	9/4/2007	3 (Cosmetics and cleaning preparations) 5 (Pharmaceuticals)	Watkins Incorporated
J.R. WATKINS QUALITY ESTABLISHED 1868	United States	2798469	6/19/2001	12/23/2003	3 (Cosmetics and cleaning preparations) 4 (Lubricants and fuels) 5 (Pharmaceuticals) 29 (Meats and processed foods) 30 (Staple foods) 35 (Advertising and business services)	Watkins Incorporated
J.R. WATKINS SINCE 1868 TRADEMARK	United States	3800154	5/29/2008	6/8/2010	3 (Cosmetics and cleaning preparations)	Watkins Incorporated
JRW Design	United States	5146083	7/13/2106	2/21/2017	30 (Staple foods)	Watkins Incorporated
PETRO-CARBO	United States	0438350	7/1/1947	4/13/1948	5 (Pharmaceuticals)	Watkins Incorporated
SETTELZ	United States	0597535	8/20/1952	11/2/1954	5 (Pharmaceuticals)	Watkins Incorporated

All common law rights in the marks "J.R. WATKINS", "GREAT OUTDOORS", the Likeness Mark (set forth below), the JRW-Circle Mark (set forth below), the J.R. Signature Mark (set forth below), and the Scrollwork Design (set forth below).

Likeness Mark:



JRW-Circle Mark:



J.R. Signature Mark:

J.R. Watkins

Scrollwork Design:

